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14 UNITED STATES BANKRUPTCY COURT

15 DISTRICT OF OREGON

16 In re

Case No. 19-60138-pcm11

17 B. & J. Property Investments, Inc.,

18 Debtor.

19 In re

Case No. 19-60230-pcm11

20 William J. Berman,

21 Debtor

**DEBTORS' AMENDED JOINT PLAN
OF REORGANIZATION
(~~JULY 15~~OCTOBER 8, 2019)**

26 DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION (~~JULY 15~~OCTOBER 8, 2019)

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1 B. & J. Property Investments, Inc., as debtor and debtor-in-possession (“B. & J.”) and
 2 William John Berman, as debtor-in-possession (“Berman”) (collectively, “Debtors”), propose
 3 this Amended Joint Plan of Reorganization (the “Plan”) pursuant to Section 1121(a) of
 4 Title 11 of the United States Code.

5 This Plan provides for the repayment of Debtors’ obligations to their Creditors. The
 6 Plan provides for payment to all Creditors in full, or the orderly liquidation of B. & J.’s
 7 assets, as set forth below. A Disclosure Statement is enclosed herewith to assist you in
 8 understanding this Plan and making an informed judgment concerning its terms.

9 **ARTICLE 1**

10 **DEFINITIONS**

11 Definitions of certain terms used in this Plan are set forth below. Other terms are
 12 defined in the text of this Plan or the text of the Disclosure Statement. In either case, when a
 13 defined term is used, the first letter of each word in the defined term is capitalized. Terms
 14 used and not defined in this Plan or the Disclosure Statement shall have the meanings given
 15 in the Bankruptcy Code or Bankruptcy Rules, or otherwise as the context requires. The
 16 meanings of all terms shall be equally applicable to both the singular and plural, and
 17 masculine and feminine, forms of the terms defined. The words “herein,” “hereof,” “hereto,”
 18 “hereunder,” and others of similar import, refer to the Plan as a whole and not to any
 19 particular section, subsection, or clause contained in the Plan. Captions and headings to
 20 articles, sections, and exhibits are inserted for convenience of reference only and are not
 21 intended to be part of or to affect the interpretation of the Plan. The rules of construction set
 22 forth in Section 102 of the Bankruptcy Code shall apply. In computing any period of time
 23 prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.
 24 Any capitalized term that is not defined herein but is defined in the Bankruptcy Code shall
 25 have the meaning ascribed to such term in the Bankruptcy Code.
 26

1.1. “Administrative Expense Claim” means any Claim entitled to the priority afforded by Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

1.2. “Allowed” means, with respect to any Claim, proof of which has been properly Filed or, if no Proof of Claim was so Filed, which was or hereafter is listed on the Schedules as liquidated in amount and not disputed or contingent; and, in either case, a Claim as to which no objection to the allowance thereof, or motion to estimate for purposes of allowance, shall have been Filed on or before any applicable period of limitation that may be fixed by the Bankruptcy Code, the Bankruptcy Rules, and/or the Bankruptcy Court, or as to which any objection, or any motion to estimate for purposes of allowance, shall have been so Filed, to the extent allowed by a Final Order.

1.3. “Allowed Secured Claim” means an Allowed Claim that is secured by a lien, security interest, or other charge against or interest in property in which one of the Debtors has an interest or that is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value (as set forth in the Plan or, if no value is specified, as determined in accordance with Section 506(a) of the Bankruptcy Code or, if applicable, Section 1111(b) of the Bankruptcy Code) of the interest of the holder of such Claim in Debtor’s interest in such property or to the extent of the amount subject to setoff, as the case may be.

1.4. “Allowed Unsecured Claim” means an Allowed Claim that is not an Allowed Secured Claim.

1.5. “B. & J.” means B. & J. Property Investments, Inc.

1.6. “B. & J. Bankruptcy Case” means the Chapter 11 case filed by B. & J. Property Investments, Inc., Case No. 18-60138-pcm11, pending in the United States Bankruptcy Court for the District of Oregon.

1.7. “B. & J. Petition Date” means January 17, 2019, the date on which the petition commencing the B. & J. Bankruptcy Case was Filed.

~~1.7.~~ 1.8. “Bankruptcy Cases” means, collectively, the B. & J. Bankruptcy Case and the Berman Bankruptcy Case.

~~1.8.~~ 1.9. “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended from time to time, set forth in Sections 101 et seq. of Title 11 of the United States Code.

~~1.9.~~ 1.10. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Oregon, or such other court that exercises jurisdiction over the Bankruptcy Cases or any proceeding therein, including the United States District Court for the District of Oregon, to the extent ~~that~~ the reference to the Bankruptcy Cases or any proceeding therein is withdrawn.

~~1.10.~~ 1.11. “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure, as amended and promulgated under Section 2075, Title 28, of the United States Code, and the local rules and standing orders of the Bankruptcy Court.

~~1.11.~~ 1.12. “Berman Bankruptcy Case” means the Chapter 11 case filed by William John Berman, Case No. 18-60230-pcm11, pending in the United States Bankruptcy Court for the District of Oregon.

1.13. “Berman Petition Date” means January 28, 2019, the date on which the petition commencing the Berman Bankruptcy Case was Filed.

~~1.12.~~ 1.14. “Berman Unsecured Claims Fund” means the account and funds described in Section 7.7 of the Plan, below.

~~1.13.~~ 1.15. “Business Day” means a day other than a Saturday, Sunday, or other day on which banks in Portland, Oregon are authorized or required by law to be closed.

~~1.14.~~ 1.16. “Cash” means lawful currency of the United States of America.

~~1.15.~~ 1.17. “Chapter 11 Case” means the case under Chapter 11 of the Bankruptcy Code with respect to Debtors, pending in the District of Oregon, administered as *In re B. & J. Property Investments, Inc.*, Case No. 19-60138-pcm11.

~~1.16.~~ 1.18. “Claim” means (a) any right to payment from Debtors arising before the Effective Date, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy against Debtors arising before the Effective Date for breach of performance if such breach gives rise to a right of payment from Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

~~1.17.~~ 1.19. “Class” means one of the classes of Claims defined in Article 3 hereof.

~~1.18.~~ 1.20. “Class Action Case” means the case entitled *Loren Hathaway, et al. v. B. & J. Property Investments, Inc., et al.*, Marion County Case No. 13C14321, and all appeals, remands, ~~and~~ retrials, and further appeals thereof.

~~1.19.~~ 1.21. “Class Action Claims” means the Allowed Claim of each Creditor that is a plaintiff in the Class Action Case and is awarded an amount due pursuant to a Final Order entered therein.

~~1.20.~~ 1.22. “Collateral” means any property in which Debtors ~~has~~have an interest that is subject to an unavoidable lien or security interest securing the payment of an Allowed Secured Claim.

~~1.21.~~ 1.23. “Columbia” means Columbia Credit Union.

~~1.22.~~ 1.24. “Columbia Loan Documents” means the loan documents entered into by and between Columbia and Debtors, including:

(a) Promissory Note dated September 11, 2015 between B. & J. Property Investments, Inc. (borrower) and Columbia Credit Union (lender) (the “Columbia Note”).

(b) Commercial Loan Agreement dated September 11, 2015 between B. & J. Property Investments, Inc. (borrower) and Columbia Credit Union (lender).

(c) Deed of Trust dated September 11, 2015 between B. & J. Property Investments, Inc. (grantor), Trustee Services, Inc. (trustee), and Columbia Credit Union

(lender).

(d) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and William J. Berman (guarantor) (the “Berman Guaranty”).

(e) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and Debra L. Jones-Berman (guarantor) (the “Jones-Berman Guaranty”).

(f) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and The Berman Living Trust Dated October 21, 1997 (guarantor) (the “Trust Guaranty”).

(g) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and Better Business Management, Inc. (guarantor) (the “BBM Guaranty”).

~~1.23-~~ 1.25. The “Columbia Guaranties” means, collectively, the Berman Guaranty, the Jones-Berman Guaranty, the Trust Guaranty, and the BBM Guaranty.

~~1.24-~~ 1.26. “Confirmation Date” means the date on which the Confirmation Order is entered on the docket by the Clerk of the Bankruptcy Court.

~~1.25-~~ 1.27. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

~~1.26-~~ 1.28. “Creditor” means any entity holding a Claim against Debtor.

~~1.27-~~ 1.29. “Debtors” means, collectively, but not to the exclusion of each individually, B. & J. Property Investments, Inc., as Debtor and Debtor-in-Possession in the B. & J. Bankruptcy Case, and William John Berman, as Debtor-in-Possession in the Berman Bankruptcy Case.

~~1.28-~~ 1.30. “Disclosure Statement” means Debtors’ Disclosure Statement, as amended, modified, restated, or supplemented from time to time, pertaining to the Plan.

1 ~~1.29-1.31.~~ 1.31. “Disputed Claim” means a Claim with respect to which a Proof of Claim
 2 has been timely Filed or deemed timely Filed under applicable law, and as to which an
 3 objection, timely Filed, has not been withdrawn on or before the Effective Date or any date
 4 fixed for filing such objections by order of the Bankruptcy Court, and has not been denied by
 5 a Final Order, and which Claim has not been estimated or temporarily allowed by the
 6 Bankruptcy Court on timely motion by the holder of such Claim. If an objection related to
 7 the allowance of only a part of a Claim has been timely Filed or deemed timely Filed, such
 8 Claim shall be a Disputed Claim only to the extent of the objection.

9 ~~1.30-1.32.~~ 1.32. “Effective Date” means the 11th day following the date the Confirmation
 10 Order is entered.

11 ~~1.31-1.33.~~ 1.33. “Filed” means filed with the Bankruptcy Court in the Bankruptcy Cases.

12 ~~1.32-1.34.~~ 1.34. “Final Order” means an order or judgment entered on the docket by the
 13 Clerk of the Bankruptcy Court or any other court exercising jurisdiction over the subject
 14 matter and the parties that has not been reversed, stayed, modified, appealed, or amended and
 15 as to which the time for filing a notice of appeal, or petition for certiorari, or request for
 16 certiorari, or request for rehearing shall have expired.

17 ~~1.33-1.35.~~ 1.35. “Insider” shall have the meaning ascribed to it by Section 101(31) of the
 18 Bankruptcy Code.

19 ~~1.34-1.36.~~ 1.36. “Interests” means all rights of the owners of the membership interests of
 20 Debtor.

21 ~~1.35-1.37.~~ 1.37. “Net Proceeds” means the funds available to distribute to Allowed Claims
 22 after payment of all costs of sale, and liquidation of Debtor’s Real Property and remaining
 23 assets, including, but not limited to, after reduction for any and all fees and liquidation
 24 expenses incurred or to be incurred with respect to the wind-down and closing of B & J’s
 25 business and closing of any sale(s), payments of any and all prior liens and encumbrances,
 26 and payment of any and all taxes, fees, and expenses of any kind, including legal and

1 accounting fees, related to the sale, the closing down, and the winding up of B & J's business
 2 and liquidation of assets.

3 ~~1.36-1.38.~~ 1.38. "Other Priority Claim" means any Claim for an amount entitled to priority
 4 in right of payment under Section 507(a)(3), (4), (5), (6), or (7) of the Bankruptcy Code.

5 ~~1.1 — "B. & J. Petition Date" means January 17, 2019, the date on which the~~
 6 ~~petition commencing the B. & J. Bankruptcy Case was Filed.~~

7 ~~1.2 — "Berman Petition Date" means January 28, 2019, the date on which the~~
 8 ~~petition commencing the Berman Bankruptcy Case was Filed.~~

9 ~~1.37-1.39.~~ 1.39. "Plan" means this Amended Joint Plan of Reorganization, as amended,
 10 modified, restated, or supplemented from time to time.

11 ~~1.38-1.40.~~ 1.40. "Priority Tax Claim" means a Claim of a governmental unit of the kind
 12 entitled to priority under Section 507(a)(8) of the Bankruptcy Code or that would otherwise
 13 be entitled to priority but for the secured status of the Claim.

14 ~~1.39-1.41.~~ 1.41. "Reorganized B. & J." means B. & J. from and after the Effective Date.

15 ~~1.40-1.42.~~ 1.42. "Reorganized Berman" means Berman from and after the Effective Date.

16 ~~1.41-1.43.~~ 1.43. "Reorganized Debtors" means both Debtors from and after the Effective
 17 Date.

18 ~~1.42-1.44.~~ 1.44. "Restated Articles of Incorporation" means the restated articles of
 19 organization and restated operating agreement ("Organizational ~~Document~~ Documents") of
 20 B. & J., which shall modify and amend Debtor's Organizational Documents to prohibit the
 21 issuance of non-voting equity securities to the extent required by Section 1123(a)(6) of the
 22 Bankruptcy Code, and make such other changes as Reorganized B. & J. may deem necessary
 23 or appropriate ~~or~~ to carry out the purpose and intent of the Plan.

24 ~~1.43-1.45.~~ 1.45. "Schedules" means the Schedules of Assets and Liabilities and the
 25 Statement of Financial Affairs Filed by Debtors pursuant to Section 521 of the Bankruptcy
 26 Code, as amended, modified, restated, or supplemented from time to time.

~~1.44.~~ 1.46. “Secured Claim” means any Claim against either ~~of Debtors~~ Debtor held by any entity, including, without limitation, an Affiliate or judgment creditor of Debtors, to the extent such Claim constitutes an unavoidable secured Claim under Sections 506(a) or 1111(b) of the Bankruptcy Code.

~~1.45.~~ 1.47. “Quicken Loans” means Quicken Loans, Inc.

~~1.46.~~ 1.48. “Quicken Loan Documents” means the loan documents entered into by and between Quicken Loans and Berman, including:

(a) Promissory Note dated October 20, 2016, between William J. Berman and Debra L. Berman (borrowers) and Quicken Loans, Inc. (lender); and

(b) Deed of Trust dated October 20, 2016, between William J. Berman and Debra L. Berman, husband and wife (grantors), First American Title (trustee), and Quicken Loans, Inc. (lender).

~~1.47.~~ 1.49. “Real Property” means the real property located at 4490 Silverton Road NE, Salem, Oregon 97305, including any and all improvements located thereon, all easements, all water rights, and all other rights of every nature appurtenant to such real property.

~~1.48.~~ 1.50. “Unsecured Claim” means an unsecured Claim that is not an Administrative Claim, a Secured Claim, a Tax Claim, or an Other Priority Claim.

~~1.49.~~ 1.51. “Unsecured Creditor” means a holder of an Allowable Unsecured Claim.

~~1.50.~~ 1.52. “Utility Deposits” means post-petition deposits with utilities made by Debtors pursuant to Section 366(b) of the Bankruptcy Code.

ARTICLE 2

UNCLASSIFIED CLAIMS

2.1. Administrative Expense Claims. Each holder of an Allowed Administrative Expense Claim shall be paid by Debtors in full in Cash on the later of (a) the Effective Date; or (b) the date on which such Claim becomes Allowed, unless such holder shall agree in

1 writing to a different treatment of such Claim (including, without limitation, any different
 2 treatment that may be provided for in any documentation, statute, or regulation governing
 3 such Claim); provided, however, that Administrative Expense Claims representing
 4 obligations incurred in the ordinary course of business by Debtors during the Bankruptcy
 5 Case shall be paid by Debtors or Reorganized Debtors in the ordinary course of business and
 6 in accordance with any terms and conditions of the particular transaction, and any
 7 agreements relating thereto.

8 2.2. Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall be
 9 paid by Debtors the full amount of its Allowed Priority Tax Claim as allowed by 11 U.S.C.
 10 § 1129(a)(9)(C) and (D) within 30 days following the Effective Date or the date the claim is
 11 Allowed, whichever first occurs.

12 2.3. Other Priority Claims. Each holder of an Other Priority Claim shall be paid in
 13 full in cash the amount of its Allowed Claim on the latest to occur of (a) the Effective Date;
 14 (b) the date such claim becomes an Allowed Claim; or (c) the date such claim becomes due
 15 and owing, unless such holder shall agree in writing, or has agreed, to a different treatment of
 16 such Claim (including, without limitation, any different treatment that may be provided for in
 17 any documentation, agreement, contract, statute, law, or regulation creating and governing
 18 such Claim).

19 2.4. Bankruptcy Fees. Fees payable by Debtors under 28 U.S.C. § 1930, or to the
 20 Clerk of the Bankruptcy Court, will be paid in full in Cash on the Effective Date. ~~After~~
 21 ~~confirmation, Reorganized Debtors shall continue to pay quarterly fees of the Office of the~~
 22 ~~United States Trustee and to file quarterly reports with the Office of the United States~~
 23 ~~Trustee until this case is closed by the Court, dismissed, or converted. This requirement is~~
 24 ~~subject to any amendments to 28 U.S.C. § 1930(a)(6) that Congress makes retroactively~~
 25 ~~applicable to confirmed Chapter 11 cases~~ All quarterly fees due to the United States Trustee
 26 pursuant to 28 USC § 1930(a), including fees due for any partial quarter, accruing after the

1 Effective Date shall be paid by the Reorganized Debtors as and when they become due and
 2 will be based on the Reorganized Debtors' total disbursements, including ordinary course of
 3 business disbursements as well as disbursements made to Claimants under this Plan. Such
 4 fee obligations will not terminate until this Case is converted or dismissed, or until this Case
 5 is no longer pending upon entry of a Final Order closing this Case, whichever first occurs,
 6 and all United States Trustee fees, including any such fees accrued in any partial quarter,
 7 shall be paid as a condition precedent prior to entry of an order closing the case. After the
 8 Effective Date, the Reorganized Debtors shall file with the Court a post-confirmation
 9 monthly financial report for each month, or portion thereof, that the case is open or during
 10 any period of time that the case is reopened. The monthly financial report shall include a
 11 statement of all disbursements made during the course of the month, whether or not pursuant
 12 to the Plan. All United States Trustee fees, including any such fees accrued in any partial
 13 quarter, shall also be paid as a condition precedent prior to entry of a Final Decree.

14 **ARTICLE 3**

15 **CLASSIFICATION**

16 For purposes of this Plan, Claims and Interests are classified as provided below. A
 17 Claim is classified in a particular Class only to the extent such Claim qualifies within the
 18 description of such Class, and is classified in a different Class to the extent such Claim
 19 qualifies within the description of such different Class.

20 3.1. Class 1 – Columbia's Secured Claim Against B. & J. Class 1 consists of the
 21 Allowed Secured Claim of Columbia.

22 3.2. Class 2 – Columbia's Unsecured Guaranty Claim Against Berman. Class 2
 23 consists of the Allowed Unsecured Claim of Columbia against Berman pursuant to the
 24 Berman Guaranty.

25 3.3. Class 3 – Quicken Loans' Secured Claim Against Berman. Class 3 consists of
 26 the Allowed Secured Claim of Quicken Loans.

3.4. Class 4 – General Unsecured Claims Against B. & J. Class 4 consists of all Allowed Unsecured Claims against B. & J., other than Administrative Expense Claims, Priority Tax Claims, and Class 6 Claims.

3.5. Class 5 – General Unsecured Claims Against Berman. Class 5 consists of all Allowed Unsecured Claims against Berman, other than Administrative Expense Claims, Priority Tax Claims, and Class 7 Claims.

3.6. Class 6 – Class Action Claims Against B. & J. Class 6 consists of the Allowed ~~Unsecured~~ Claims of the Class Action Plaintiffs against B. & J.

3.7. Class 7 – Class Action Claims Against Berman. Class 7 consists of the Allowed Unsecured Claims of the Class Action Plaintiffs against Berman.

3.8. Class 8 – Interests of B. & J. Class 8 consists of the Interests of the holders of B. & J.'s common stock.

3.9. Class 9 – Berman's Interests in Berman Bankruptcy Case Estate. Class 9 consists of Berman's interest in property of the estate of the Berman Bankruptcy Case.

ARTICLE 4

TREATMENT OF UNIMPAIRED CLASSES

4.1. All Classes of Claims against B. & J. are impaired under the Plan.

4.2. All Classes of Claims against Berman are impaired, with the exception of the Class 3 Claim of Quicken Loans. Class 3 is unimpaired, and Berman shall pay the Class 3 Claim in accordance with the Quicken Loan Documents.

ARTICLE 5

TREATMENT OF IMPAIRED CLASSES

5.1. Class 1 (Columbia's Secured Claim Against B. & J.). Columbia's Class 1 Claim will be satisfied in full, together with interest at the non-default fixed Loan rate of 5.02%, on the same terms and payments as set forth in the Columbia Loan Documents, which will remain in effect, except as stated below:

- The Commercial Loan Agreement shall be amended as follows: Section 3, the first sentence shall be deleted so that the loan will not be payable on demand but will still be payable no later than September 20, 2025.

Section 6.D., Compliance with Laws, will not be read to cause a default based on the allegations in the Class Action Case. Section ~~6.Y., Additional Covenants, shall be deleted.~~ ~~Section 8.A. shall be deleted.~~ 8.A. shall be amended to add the following at the end of the section: “Notwithstanding the foregoing, this note shall not be accelerated as a result of my filing of a bankruptcy petition on January 12, 2019, commencing Bankruptcy Case Number 19-60138-pcm11.”
- The Columbia Note shall be amended as follows: Section 3.A., Interest After Default, shall not apply based on the filing of the Bankruptcy Case, but will remain in effect to the extent of any future defaults. Section 7 shall delete reference to payment on demand. Section 12, Due on Sale or Encumbrance, shall ~~not be effective if Debtor is not successful in avoiding the judgment lien from the Class Action Case; provided, however, that B & J must seek to avoid such judgment lien. Section 12 shall also be revised to delete the words “or contract for the creation of” in the first sentence so that it reads as follows~~ bc deleted and replaced with the following:

You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale of all or any part of the Property. Notwithstanding the foregoing, you may not declare the entire balance of this Note to be immediately due and payable because of the judgment lien arising from the case entitled *Loren Hathaway, et al. v. B. & J. Property Investments, Inc., et al.*, Marion County Case No. 13C14321, provided that I must seek to avoid such judgment lien. This right is subject to the restrictions imposed by federal law, as applicable.

- The Deed of Trust is revised as necessary to be consistent with the above changes to the Commercial Loan Agreement and the Columbia Note.
- The Columbia Loan Documents are deemed revised to the extent necessary so Reorganized Debtors are not in default as of the ~~Effective~~Petition Date and shall not be in default based on any terms set forth in the Plan or Confirmation Order.

5.2. Class 2 (Columbia's Unsecured Guaranty Claim Against Berman). The Berman Guaranty will remain in full force and effect and will be an obligation of Reorganized Berman. For Columbia's Class 2 Claim, any default that exists under the Columbia Guaranties shall be deemed cured or waived as of the Effective Date. Columbia's Class 2 Claim will be satisfied in full, together with interest at the non-default fixed Loan rate of 5.02%—the same terms and payments as set forth in the Columbia Loan Documents, which will remain in effect except as stated below:

- Each of the Columbia Loan Documents are amended as set forth in Section 5.1 above
- The following language shall be added to the end of paragraph 5 in each of the Columbia Guaranties:

Notwithstanding the foregoing, the maturity of the Debt shall not be accelerated as a result of Borrower's filing of a bankruptcy petition on January 12, 2019, commencing Bankruptcy Case Number 19-60138-pcm11.

5.3. Intentionally Omitted

5.4. Class 4 (General Unsecured Claims Against B. & J.). Class 4 consists of all Allowed Unsecured Claims against B. & J. that are not otherwise classified in the Plan. Each holder of a Class 4 Claim shall be paid in full, together with interest at the federal judgment rate (fixed at the rate in effect on the Effective Date) from and after the Effective Date, as follows: (a) commencing on the first day of the first full month following the Effective Date,

General Unsecured Creditors will be paid monthly payments of interest only, at the federal judgment rate, for ~~12~~24 months; and (b) commencing on the first day of the ~~13th~~25th month following the Effective Date, General Unsecured Creditors will be paid the full balance of their claims in equal amortizing monthly payments, including principal and interest at the federal judgment rate, for the next 36 months; provided, however, that if the appeal of the Class Action Case is not successful and funds are due and owing to the Class 6 Claimants under a Final Order, then payments made to Class 4 Claims up to that point will be recharacterized as payments of principal only and Class 4 Claims shall share pro rata in the liquidation of assets described in Class 6 below on a pari passu basis with Class 6 Unsecured Claims, with no further payments being made to Class 4 Claims until such time as payments to Class 6 Unsecured Claims have caught up and are on par with the percentage previously received by Class 4 Claims.

5.5. Class 5 (General Unsecured Claims Against Berman). Class 5 consists of all Allowed Unsecured Claims against Berman not otherwise classified in the Plan.

Within 60 days after the later of (a) B. & J. completing payments to Class 4 Claims; or (b) B. & J. exhausting all of its options for paying Class 6 Claims, Reorganized Berman shall pay the remaining balance of any Class 5 Claim from the amount available in the Berman Unsecured Claims Fund. In the event the Berman Unsecured Claims Fund is insufficient to pay the remaining Class 5 Claims in full, Class 5 Claims shall receive their pro rata share of the Berman Unsecured Claims Fund. Each Class 5 Creditor's pro rata share of the Berman Unsecured Claims Fund shall be determined by dividing the amount of the creditor's remaining claim by the total amount of all remaining Class 5 and Class 7 Claims. Payments from the Berman Unsecured Claims Fund shall be made annually until Reorganized Berman's obligation to pay into the Berman Unsecured Claims Fund has been satisfied as set forth in Section 7.7. below and all such funds have been distributed under this Plan.

5.6. Class 6 (Class Action Claims Against B. & J.). Class 6 consists of the Allowed Class Action Claims against B. & J. of Creditors entitled to payment resulting from the Class Action Case. To the extent the Class 6 Class Action Claims are partially or fully Allowed Secured Claims, they will be paid the allowed amount of their Secured Claim in full with interest, if applicable, at the federal judgment rate (fixed at the rate in effect on the Effective Date) from and after the Effective Date until paid as described below. To the extent the Allowed Class Action Claims are Allowed Unsecured Claims or to the extent the value of any Collateral valued as of the B. & J. Petition Date is insufficient to pay Allowed Secured Claims, then the deficiency amount shall be treated as an Unsecured Claim, which Allowed Unsecured Claims of Class Action Claimants shall be paid with interest, if applicable, at the federal judgment rate (fixed at the rate in effect on the Effective Date) from and after the Effective Date until paid as described below.

Upon entry of a Final Order on the Class Action Claims, Reorganized B. & J. will pay Allowed Class Action Claims, whether Secured or Unsecured, within 12 months after any order entered in the Class Action Case becomes a Final Order. To the Extent Reorganized B. & J. does not have sufficient funds to pay the Allowed Class 6 Claims from available cash, then Reorganized B. & J. shall first seek to pursue the malpractice claims against Saalfeld Griggs in order to recover the full amounts owing to the Class Action Claims. If recovery against Saalfeld Griggs is not successful, then Reorganized B. & J. will seek to refinance the Real Property to generate Net Proceeds in a sufficient amount to pay the Allowed Class 6 Claims. If Reorganized B. & J. is unable to refinance the Real Property, then Reorganized B. & J. shall proceed to sell the Real Property and liquidate all its remaining assets, with the Net Proceeds from the Real Property to be paid first in full satisfaction of the Allowed Class 6 Secured Claims- and thereafter to the Allowed Class 4

1 and Class 6 Unsecured Claims. If the ~~amounts payable to the Class 6~~
 2 ~~Claimants~~Net Proceeds are insufficient to pay ~~any Allowed Secured Claim or~~
 3 Allowed Unsecured ~~Claim~~Claims in full, then each Unsecured Claimant shall
 4 be paid its pro rata share of the amount owed to all Allowed Class ~~6 Claims~~4
 5 and 6 Unsecured Claims. Proceeds from the malpractice claims against
 6 Saalfeld Griggs, Net Proceeds of the refinancing, or Net Proceeds from the
 7 sale of the Real Property and liquidation of assets shall first be paid to the
 8 Class 6 Unsecured Claims until such payments equal the same percentage that
 9 Class 4 Claims have received to date, and thereafter Class 4 and Class 6
 10 Unsecured Claims shall be paid from available funds on a pro rata basis.

11 5.7. Class 7 (Class Action Claims Against Berman). Class 7 consists of the
 12 Allowed Class Action Claims against Berman of Creditors entitled to payment resulting from
 13 the Class Action Case.

14 Within 60 days after B. & J. has exhausted all of its options for paying Class 6 Claims
 15 pursuant to Section 5.6. above, Reorganized Berman shall pay the remaining balance of any
 16 Class 7 Claim. In the event the Berman Unsecured Claims Fund is insufficient to pay the
 17 remaining Class 7 Claims in full, Class 7 Claims shall receive their pro rata share of the
 18 Berman Unsecured Claims Fund. Each Class 7 Creditor's pro rata share of the Berman
 19 Unsecured Claims Fund shall be determined by dividing the amount of the creditor's
 20 remaining claim by the total amount of all remaining Class 5 and Class 7 claims. Payments
 21 from the Berman Unsecured Claims Fund shall be made annually until Reorganized
 22 Berman's obligation to pay into the Berman Unsecured Claims Fund has been satisfied as set
 23 forth in Section 7.7. below and all such funds have been distributed under this Plan.

24 5.8. Class 8 (Interests in B. & J.). Class 8 Interests will retain their interest in
 25 B. & J. to the extent there are sufficient funds to pay Allowed Claims in full, but such
 26 Interests will be extinguished if there are insufficient funds upon a liquidation.

5.9. Class 9 (Berman's Interests). The Class 9 interest holder is Berman, who shall retain his interests in property of the bankruptcy estate of the Berman Bankruptcy Case.

ARTICLE 6

DISPUTED CLAIMS; OBJECTIONS TO CLAIMS

6.1. Disputed Claims; Objections to Claims. Only Claims that are Allowed shall be entitled to distributions under the Plan. Debtors reserve the right to contest and object to any Claims and previously Scheduled Amounts, including, without limitation, those Claims and Scheduled Amounts that are specifically referenced herein, are not listed in the Schedules, are listed therein as disputed, contingent, and/or unliquidated in amount, or are listed therein at a different amount than Debtors currently believe is validly due and owing. Unless otherwise ordered by the Bankruptcy Court, all objections to Claims and Scheduled Amounts (other than Administrative Expense Claims) shall be Filed and served upon counsel for Debtors and the holder of the Claim objected to on or before the later of (a) 30 days after the Effective Date, or (b) 60 days after the date (if any) on which a Proof of Claim is Filed in respect of a Rejection Claim. The last day for filing objections to Administrative Expense Claims shall be set pursuant to an order of the Bankruptcy Court. All Disputed Claims shall be resolved by the Bankruptcy Court, except to the extent that (i)a Debtors may otherwise elect consistent with the Plan and the Bankruptcy Code; or (ii)b the Bankruptcy Court may otherwise order.

ARTICLE 7

IMPLEMENTATION OF THE PLAN

7.1. Executory Contracts and Unexpired Leases. Except as may otherwise be provided, all executory contracts and unexpired leases of Debtors that are not otherwise subject to a prior Bankruptcy Court order or pending motion before the Bankruptcy Court are assumed by and assigned to each respective Reorganized Debtor on the Effective Date.

7.2. Setoffs. Debtors may, but shall not be required to, set off against any Claim

1 and the distributions to be made pursuant to the Plan in respect of such Claim, any claims of
 2 any nature whatsoever that Debtors may have against the holder of such Claim, but neither
 3 the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or
 4 release of any such claim Debtors may have against such holder.

5 7.3. Corporate Action. Upon entry of the Confirmation Order by the Clerk of the
 6 Bankruptcy Court, all actions contemplated by the Plan shall be authorized and approved in
 7 all respects (subject to the provisions of the Plan), including, without limitation, the
 8 following: (a) the adoption and filing with the Secretary of State of the State of Oregon the
 9 Restated Articles of Incorporation; and (b) the execution, delivery, and performance of all
 10 documents and agreements relating to the Plan and any of the foregoing. On the Effective
 11 Date, Reorganized Berman and the appropriate officers of Reorganized B. & J. are
 12 authorized and directed to execute and deliver the agreements, documents, and instruments
 13 contemplated by the Plan and the Disclosure Statement in the name of, and on behalf of, the
 14 respective Reorganized Debtors. Both Reorganized Debtors may continue to act and make
 15 further amendments and elections as they may deem necessary or desirable.

16 7.4. Saturday, Sunday, or Legal Holiday. If any payment or act under the Plan is
 17 required to be made or performed on a date that is not a Business Day, then the making of
 18 such payment or the performance of such act may be completed on the next succeeding
 19 Business Day, but shall be deemed to have been completed as of the required date.

20 7.5. Utility Deposit. All utilities holding a Utility Deposit shall immediately after
 21 the Effective Date return or refund such Utility Deposit to Debtor.

22 7.6. Event of Default; Remedy. Any material failure by Reorganized Debtors to
 23 perform any term of this Plan, which failure continues for a period of 15 Business Days
 24 following receipt by Reorganized Debtors of written notice of such default from the holder of
 25 an Allowed Claim to whom performance is due, shall constitute an Event of Default. Upon
 26 the occurrence of an Event of Default, the holder of an Allowed Claim to whom performance

1 is due shall have all rights and remedies granted by law, this Plan, or any agreement between
 2 the holder of such Claim and Debtors or Reorganized Debtors. An Event of Default with
 3 respect to one Claim shall not be an Event of Default with respect to any other Claim.

4 7.7. Berman Unsecured Claims Fund. Within 30 days after the Effective Date,
 5 Reorganized Berman shall open a depository account (the “Berman Unsecured Claims
 6 Fund”) into which he shall ~~deposit \$1,000 per month for 60 months, or such other amount as~~
 7 ~~the Bankruptcy Court may determine.¹~~ make deposits in the amount of \$1,735 per month
 8 through September of 2020. Beginning in October of 2020, Berman shall make deposits to
 9 the Berman Unsecured Claims Fund in the amount of \$492 per month. Berman shall
 10 continue making such deposits until the 60th month following the Effective Date, or to
 11 another date as the Bankruptcy Court may determine.² Berman shall make such deposits
 12 from his earnings operating B. & J. In the event that B. & J.’s property is liquidated, Berman
 13 will obtain new employment to make the payments described in this Section.

14 Except to make distributions under this Plan, Reorganized Berman shall not use the
 15 funds deposited in the Berman Unsecured Claims Fund until all claims entitled to payment
 16 from the Berman Unsecured Claims Fund are paid in full. At Reorganized Berman’s option,
 17 he can make extra payments into the Berman Unsecured Claims Fund if he has excess funds
 18 available to him. To the extent extra payments are made into the Berman Unsecured Claims
 19 Fund, it shall reduce the amount Reorganized Berman is obligated to pay for the next
 20 scheduled payment(s). Additionally, Reorganized Berman shall make efforts to collect the

21
 22
 23
 24 ¹ ~~The \$1,000 monthly deposit amount is Reorganized Berman’s “projected disposable~~
~~income” as defined in 11 U.S.C. § 1325(b)(2). See Exhibit 3 to the Disclosure Statement.~~

25 ² The \$1,000 monthly deposit amount is Reorganized Berman’s “projected disposable
 26 income” as defined in 11 U.S.C. § 1325(b)(2). See Exhibit 3 to the Disclosure Statement.

1 \$107,690.33 owed to him in relation to William Lloyd Investments, and Reorganized
 2 Berman shall contribute all amounts collected to the Berman Unsecured Claims Fund.

3 Once Reorganized Berman has deposited the total amount of \$~~60~~160,000 into the
 4 Berman Unsecured Claims Fund, his obligation to pay such deposits shall be fully satisfied,
 5 and no additional payments shall be required. However, notwithstanding the foregoing,
 6 Berman will make an additional contribution to the Berman Unsecured Claims fund if the
 7 Absolute Priority Rule applies to his Plan. The Absolute Priority Rule will apply in the event
 8 that all of the following occur: (a) Debtors are unsuccessful on their appeal, (b) the Class
 9 Action Creditors do not accept the Plan, (c) the Class Action Claims are not fully paid by
 10 B. & J., and (d) the remainder of the Class Action Claims are not paid in full from the
 11 Berman Unsecured Claims Fund. In the event the Absolute Priority Rule applies, Berman
 12 shall obtain a loan from family or from a financial institution to make a contribution to the
 13 Berman Unsecured Claims Fund in the amount of \$98,000, or the amount needed to pay the
 14 remaining balance of the Class Action Claims, whichever is less.

15 **ARTICLE 8**

16 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

17 8.1. Assumption. Except as may otherwise be provided, all executory contracts
 18 and unexpired leases of Debtors, ~~which~~ that are not otherwise subject to a prior Bankruptcy
 19 Court order or pending motion before the Bankruptcy Court, are assumed by and assigned to
 20 Reorganized Debtors on the Effective Date. The Confirmation Order shall constitute an
 21 order authorizing assumption and assignment of all executory contracts and unexpired leases
 22 except those otherwise specifically rejected or otherwise provided for or subject to other
 23 Court Order or pending motion. Reorganized Debtors shall promptly pay all amounts
 24 required under Section 365 of the Bankruptcy Code to cure any defaults and assume the
 25 executory contracts.

26 8.2. Rejection Claims. Rejection Claims must be Filed no later than 30 days after

1 the entry of the order rejecting the executory contract or unexpired lease or 30 days after the
 2 Effective Date, whichever is sooner. Any such Rejection Claim not Filed within such time
 3 shall be forever barred from assertion against Debtors, Reorganized Debtors, and their
 4 property and estates. Each Rejection Claim resulting from such rejection shall constitute a
 5 Class 2 Claim.

6 **ARTICLE 9**

7 **EFFECT OF CONFIRMATION**

8 9.1. Injunction. The effect of confirmation shall be as set forth in Section 1141 of
 9 the Bankruptcy Code. Except as otherwise provided in the Plan or ~~in~~ the Confirmation
 10 Order, confirmation of the Plan shall act as a permanent injunction applicable to entities
 11 against (a) the commencement or continuation, including the issuance or employment of
 12 process, of a judicial, administrative, or other action or proceeding against Reorganized
 13 Debtors that was or could have been commenced before the entry of the Confirmation Order;
 14 (b) the enforcement against either of the Reorganized Debtors or their assets of a judgment
 15 obtained before Reorganized Debtors' respective petition dates; and (c) any act to obtain
 16 possession of or to exercise control over, or to create, perfect, or enforce a lien upon all or
 17 any part of the assets.

18 9.2. Discharge. Except as otherwise expressly provided herein, ~~the~~ confirmation
 19 of the Plan shall, as of the Effective Date, discharge all Claims to the fullest extent
 20 authorized or provided for by the Bankruptcy Code, including, without limitation, to the
 21 extent authorized or provided for by Sections 524 and 1141 thereof.

22 **ARTICLE 10**

23 **RETENTION OF JURISDICTION**

24 10.1. Jurisdiction of the Bankruptcy Court. Notwithstanding entry of the
 25 Confirmation Order, the Court shall retain jurisdiction of this Chapter 11 Case pursuant to
 26 and for the purposes set forth in Section 1127(b) of the Bankruptcy Code and to:

(a) ~~to~~ classify the Claim or interest of any Creditor or stockholder, reexamine Claims or Interests ~~which~~that have been owed for voting purposes, and determine any objections that may be Filed to Claims or Interests;

(b) ~~to~~ determine requests for payment of Claims entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including compensation and reimbursement of expenses in favor of professionals employed at the expense of the Estates;

(c) ~~to~~ avoid liens, transfers, or obligations, or to subordinate Claims under Chapter 5 of the Bankruptcy Code;

(d) ~~to~~ approve the assumption, assignment, or rejection of an executory contract or an unexpired lease pursuant to this Plan;

(e) ~~to~~ resolve controversies and disputes regarding the interpretation of this Plan;

(f) ~~to~~ implement the provisions of this Plan and enter orders in aid of confirmation;

(g) ~~to~~ adjudicate adversary proceedings and contested matters pending or hereafter commenced in this Chapter 11 Case; and

(h) ~~to~~ enter a final decree closing this Chapter 11 proceeding.

10.2. Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in, or related to the Chapter 11 Case, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE 11

ADMINISTRATIVE PROVISIONS

11.1. Modification or Withdrawal of the Plan. Debtors may alter, amend, or modify the Plan pursuant to Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 at any

1 time prior to the time the Bankruptcy Court has signed the Confirmation Order. After such
 2 time, and prior to substantial consummation of the Plan, Debtors may, so long as the
 3 treatment of holders of Claims and Interests under the Plan is not adversely affected, institute
 4 proceedings in Bankruptcy Court to remedy any defect or omission, or to reconcile any
 5 inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and any
 6 other matters as may be necessary to carry out the purposes and effects of the Plan; provided,
 7 however, that prior notice of such proceedings shall be served in accordance with
 8 Bankruptcy Rule 2002.

9 11.2. Revocation or Withdrawal of Plan. Debtors reserve the right to revoke or
 10 withdraw the Plan at any time prior to the Effective Date.

11 11.3. Effect of Withdrawal or Revocation. If Debtors revoke or withdraw the Plan
 12 prior to the Effective Date, then the Plan shall be deemed null and void. In such event,
 13 nothing contained herein shall be deemed to constitute a waiver or release of any claims by
 14 or against Debtors or any other Entity or to prejudice in any manner the rights of Debtors or
 15 any Entity in any further proceeding involving Debtors.

16 11.4. Nonconsensual Confirmation. Debtors shall request that the Bankruptcy
 17 Court confirm the Plan pursuant to Section 1129(b) of the Bankruptcy Code if the
 18 requirements of all provisions of Section 1129(a) of the Bankruptcy Code, except Subsection
 19 1129(a)(8), are met.

20 **ARTICLE 12**

21 **MISCELLANEOUS PROVISIONS**

22 12.1. Revesting. Except as otherwise expressly provided herein, on the Effective
 23 Date, all property and assets of the estate of each Debtor shall revest in each respective
 24 Reorganized Debtor, free and clear of all claims, liens, encumbrances, charges, and other
 25 Interests of Creditors arising on or before the Effective Date, and Reorganized Debtors may
 26 operate, from and after the Effective Date, free of any restrictions imposed by the

1 Bankruptcy Code or the Bankruptcy Court. For the avoidance of doubt, all liens,
 2 encumbrances, charges, and other interests of Columbia remain in full force and effect from
 3 and after the Effective Date.

4 12.2. Rights of Action. Except as otherwise expressly provided herein, any rights
 5 or causes of action (including, without limitation, any and all avoidance actions) accruing to
 6 Debtors shall remain assets of Reorganized Debtors. Reorganized Debtors may pursue such
 7 rights of action, as appropriate, in accordance with what is in ~~its~~their best interests and for
 8 their benefit.

9 12.3. Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy
 10 Rules, or other federal laws are applicable, the laws of the State of Oregon shall govern the
 11 construction and implementation of the Plan and all rights and obligations arising under the
 12 Plan.

13 12.4. Withholding and Reporting Requirements. In connection with the Plan and
 14 all instruments issued in connection therewith and distributions thereon, Debtors and
 15 Reorganized Debtors shall comply with all withholding, reporting, certification, and
 16 information requirements imposed by any federal, state, local, or foreign taxing authorities
 17 and all distributions hereunder shall, to the extent applicable, be subject to any such
 18 withholding, reporting, certification, and information requirements. Entities entitled to
 19 receive distributions hereunder shall, as a condition to receiving such distributions, provide
 20 such information and take such steps as Reorganized Debtors may reasonably require to
 21 ensure compliance with such withholding and reporting requirements, and to enable
 22 Reorganized Debtors to obtain the certifications and information as may be necessary or
 23 appropriate to satisfy the provisions of any tax law.

24 12.5. Time. Unless otherwise specified herein, in computing any period of time
 25 prescribed or allowed by the Plan, the day of the act or event from which the designated
 26 period begins to run shall not be included. The last day of the period so computed shall be

included, unless it is not a Business Day, in which event the period runs until the end of the next succeeding day that is a Business Day.

12.6. Addresses and Notices. If an Event of Default occurs, written notice of such Default shall be provided at the addresses for notices set forth below:

To B. & J.

B. & J. Property Investments, Inc.
c/o William J. Berman, President
4490 Silverton Road NE
Salem, OR 97305

with a copy to:

Timothy J. Conway
Tonkon Torp LLP
888 SW Fifth Avenue, #1600
Portland, OR 97204

To Berman:

William J. Berman
4490 Silverton Road NE
Salem, OR 97305

with a copy to:

Nicholas J. Henderson
Motschenbacher & Blattner LLP
117 SW Taylor Street, #300
Portland, OR 97204

12.7. Section 1146(c) Exemption. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan; or the revesting, transfer, or sale of any real property of Debtors or Reorganized Debtors pursuant to, in implementation of, or as contemplated by the Plan, shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any city, county, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any documentary stamp tax, deed stamps, transfer tax, intangible tax, or similar tax.

12.8. Severability. In the event any provision of the Plan is determined to be

1 unenforceable, such determination shall not limit or affect the enforceability and operative
2 effect of any other provisions of the Plan. To the extent any provision of the Plan would, by
3 its inclusion in the Plan, prevent or preclude the Bankruptcy Court from entering the
4 Confirmation Order, the Bankruptcy Court, on the request of Debtors, may modify or amend
5 such provision, in whole or in part, as necessary to cure any defect or remove any
6 impediment to confirmation of the Plan existing by reason of such provision.

7 12.9. Binding Effect. The provisions of the Plan shall bind Debtors, Reorganized
8 Debtors, and all holders of Claims and Interests, and their respective successors, heirs, and
9 assigns.

10 12.10. Recordable Order. The Confirmation Order shall be deemed to be in
11 recordable form and shall be accepted by any recording officer for filing and recording
12 purposes without further or additional orders, certifications, or other supporting documents.

13 12.11. Plan Controls. In the event, and to the extent, that any provision of the Plan is
14 inconsistent with the provisions of the Disclosure Statement or any other instrument or
15 agreement contemplated to be executed pursuant to the Plan, the provisions of the Plan shall
16 control and take precedence.

17 12.12. Effectuating Documents and Further Transactions. Debtors and Reorganized
18 Debtors shall execute, deliver, file, or record such contracts, instruments, assignments, and
19 other agreements or documents, and take or direct such actions as may be necessary or
20 appropriate to effectuate and further evidence the terms and conditions of this Plan.

1 DATED this ~~16th~~8th day of ~~July~~October, 2019.

2 Respectfully submitted,

3 B. & J. PROPERTY INVESTMENTS, INC.

4
5 By /s/ William J. Berman
6 William J. Berman, President

7
8 By /s/ William J. Berman
9 William J. Berman, Personally

10 TONKON TORP LLP

11 By /s/ Timothy J. Conway
12 Timothy J. Conway, OSB No. 851752
13 Ava L. Schoen, OSB No. 044072
14 Of Attorneys for Debtor

15 MOTSCHENBACHER & BLATTNER, LLP

16 By /s/ Nicholas J. Henderson
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MOTSCHENBACHER & BLATTNER, LLP

11 117 SW Taylor St., #300

12 Portland, OR 97204

13 Attorneys for William J. Berman

14 UNITED STATES BANKRUPTCY COURT

15 DISTRICT OF OREGON

16 In re

Case No. 19-60138-pcm11

17 B. & J. Property Investments, Inc.,

18 Debtor.

19 In re

Case No. 19-60230-pcm11

20 William J. Berman,

21 Debtor

**DEBTORS' AMENDED JOINT PLAN
OF REORGANIZATION
(OCTOBER 8, 2019)**

22
23
24
25
26
DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION (OCTOBER 8, 2019)

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1 B. & J. Property Investments, Inc., as debtor and debtor-in-possession (“B. & J.”) and
 2 William John Berman, as debtor-in-possession (“Berman”) (collectively, “Debtors”), propose
 3 this Amended Joint Plan of Reorganization (the “Plan”) pursuant to Section 1121(a) of
 4 Title 11 of the United States Code.

5 This Plan provides for the repayment of Debtors’ obligations to their Creditors. The
 6 Plan provides for payment to all Creditors in full, or the orderly liquidation of B. & J.’s
 7 assets, as set forth below. A Disclosure Statement is enclosed herewith to assist you in
 8 understanding this Plan and making an informed judgment concerning its terms.

9 **ARTICLE 1**

10 **DEFINITIONS**

11 Definitions of certain terms used in this Plan are set forth below. Other terms are
 12 defined in the text of this Plan or the text of the Disclosure Statement. In either case, when a
 13 defined term is used, the first letter of each word in the defined term is capitalized. Terms
 14 used and not defined in this Plan or the Disclosure Statement shall have the meanings given
 15 in the Bankruptcy Code or Bankruptcy Rules, or otherwise as the context requires. The
 16 meanings of all terms shall be equally applicable to both the singular and plural, and
 17 masculine and feminine, forms of the terms defined. The words “herein,” “hereof,” “hereto,”
 18 “hereunder,” and others of similar import, refer to the Plan as a whole and not to any
 19 particular section, subsection, or clause contained in the Plan. Captions and headings to
 20 articles, sections, and exhibits are inserted for convenience of reference only and are not
 21 intended to be part of or to affect the interpretation of the Plan. The rules of construction set
 22 forth in Section 102 of the Bankruptcy Code shall apply. In computing any period of time
 23 prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.
 24 Any capitalized term that is not defined herein but is defined in the Bankruptcy Code shall
 25 have the meaning ascribed to such term in the Bankruptcy Code.
 26

1.1. “Administrative Expense Claim” means any Claim entitled to the priority afforded by Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

1.2. “Allowed” means, with respect to any Claim, proof of which has been properly Filed or, if no Proof of Claim was so Filed, which was or hereafter is listed on the Schedules as liquidated in amount and not disputed or contingent and, in either case, a Claim as to which no objection to the allowance thereof, or motion to estimate for purposes of allowance, shall have been Filed on or before any applicable period of limitation that may be fixed by the Bankruptcy Code, the Bankruptcy Rules, and/or the Bankruptcy Court, or as to which any objection, or any motion to estimate for purposes of allowance, shall have been so Filed, to the extent allowed by a Final Order.

1.3. “Allowed Secured Claim” means an Allowed Claim that is secured by a lien, security interest, or other charge against or interest in property in which one of the Debtors has an interest or that is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value (as set forth in the Plan or, if no value is specified, as determined in accordance with Section 506(a) of the Bankruptcy Code or, if applicable, Section 1111(b) of the Bankruptcy Code) of the interest of the holder of such Claim in Debtor’s interest in such property or to the extent of the amount subject to setoff, as the case may be.

1.4. “Allowed Unsecured Claim” means an Allowed Claim that is not an Allowed Secured Claim.

1.5. “B. & J.” means B. & J. Property Investments, Inc.

1.6. “B. & J. Bankruptcy Case” means the Chapter 11 case filed by B. & J. Property Investments, Inc., Case No. 18-60138-pcm11, pending in the United States Bankruptcy Court for the District of Oregon.

1.7. “B. & J. Petition Date” means January 17, 2019, the date on which the petition commencing the B. & J. Bankruptcy Case was Filed.

1.8. “Bankruptcy Cases” means, collectively, the B. & J. Bankruptcy Case and the Berman Bankruptcy Case.

1.9. “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended from time to time, set forth in Sections 101 et seq. of Title 11 of the United States Code.

1.10. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Oregon, or such other court that exercises jurisdiction over the Bankruptcy Cases or any proceeding therein, including the United States District Court for the District of Oregon, to the extent the reference to the Bankruptcy Cases or any proceeding therein is withdrawn.

1.11. “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure, as amended and promulgated under Section 2075, Title 28, of the United States Code, and the local rules and standing orders of the Bankruptcy Court.

1.12. “Berman Bankruptcy Case” means the Chapter 11 case filed by William John Berman, Case No. 18-60230-pcm11, pending in the United States Bankruptcy Court for the District of Oregon.

1.13. “Berman Petition Date” means January 28, 2019, the date on which the petition commencing the Berman Bankruptcy Case was Filed.

1.14. “Berman Unsecured Claims Fund” means the account and funds described in Section 7.7 of the Plan, below.

1.15. “Business Day” means a day other than a Saturday, Sunday, or other day on which banks in Portland, Oregon are authorized or required by law to be closed.

1.16. “Cash” means lawful currency of the United States of America.

1.17. “Chapter 11 Case” means the case under Chapter 11 of the Bankruptcy Code with respect to Debtors, pending in the District of Oregon, administered as *In re B. & J. Property Investments, Inc.*, Case No. 19-60138-pcm11.

1.18. “Claim” means (a) any right to payment from Debtors arising before the Effective Date, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy against Debtors arising before the Effective Date for breach of performance if such breach gives rise to a right of payment from Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.19. “Class” means one of the classes of Claims defined in Article 3 hereof.

1.20. “Class Action Case” means the case entitled *Loren Hathaway, et al. v. B. & J. Property Investments, Inc., et al.*, Marion County Case No. 13C14321, and all appeals, remands, retrials, and further appeals thereof.

1.21. “Class Action Claims” means the Allowed Claim of each Creditor that is a plaintiff in the Class Action Case and is awarded an amount due pursuant to a Final Order entered therein.

1.22. “Collateral” means any property in which Debtors have an interest that is subject to an unavoidable lien or security interest securing the payment of an Allowed Secured Claim.

1.23. “Columbia” means Columbia Credit Union.

1.24. “Columbia Loan Documents” means the loan documents entered into by and between Columbia and Debtors, including:

(a) Promissory Note dated September 11, 2015 between B. & J. Property Investments, Inc. (borrower) and Columbia Credit Union (lender) (the “Columbia Note”).

(b) Commercial Loan Agreement dated September 11, 2015 between B. & J. Property Investments, Inc. (borrower) and Columbia Credit Union (lender).

(c) Deed of Trust dated September 11, 2015 between B. & J. Property Investments, Inc. (grantor), Trustee Services, Inc. (trustee), and Columbia Credit Union (lender).

(d) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and William J. Berman (guarantor) (the “Berman Guaranty”).

(e) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and Debra L. Jones-Berman (guarantor) (the “Jones-Berman Guaranty”).

(f) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and The Berman Living Trust Dated October 21, 1997 (guarantor) (the “Trust Guaranty”).

(g) Guaranty dated September 11, 2015 between Columbia Credit Union (lender), B. & J. Property Investments, Inc. (borrower), and Better Business Management, Inc. (guarantor) (the “BBM Guaranty”).

1.25. The “Columbia Guaranties” means, collectively, the Berman Guaranty, the Jones-Berman Guaranty, the Trust Guaranty, and the BBM Guaranty.

1.26. “Confirmation Date” means the date on which the Confirmation Order is entered on the docket by the Clerk of the Bankruptcy Court.

1.27. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.28. “Creditor” means any entity holding a Claim against Debtor.

1.29. “Debtors” means, collectively, but not to the exclusion of each individually, B. & J. Property Investments, Inc., as Debtor and Debtor-in-Possession in the B. & J. Bankruptcy Case, and William John Berman, as Debtor-in-Possession in the Berman Bankruptcy Case.

1.30. “Disclosure Statement” means Debtors’ Disclosure Statement, as amended, modified, restated, or supplemented from time to time, pertaining to the Plan.

1.31. “Disputed Claim” means a Claim with respect to which a Proof of Claim has been timely Filed or deemed timely Filed under applicable law, and as to which an objection, timely Filed, has not been withdrawn on or before the Effective Date or any date fixed for filing such objections by order of the Bankruptcy Court, and has not been denied by a Final Order, and which Claim has not been estimated or temporarily allowed by the Bankruptcy Court on timely motion by the holder of such Claim. If an objection related to the allowance of only a part of a Claim has been timely Filed or deemed timely Filed, such Claim shall be a Disputed Claim only to the extent of the objection.

1.32. “Effective Date” means the 11th day following the date the Confirmation Order is entered.

1.33. “Filed” means filed with the Bankruptcy Court in the Bankruptcy Cases.

1.34. “Final Order” means an order or judgment entered on the docket by the Clerk of the Bankruptcy Court or any other court exercising jurisdiction over the subject matter and the parties that has not been reversed, stayed, modified, appealed, or amended and as to which the time for filing a notice of appeal, or petition for certiorari, or request for certiorari, or request for rehearing shall have expired.

1.35. “Insider” shall have the meaning ascribed to it by Section 101(31) of the Bankruptcy Code.

1.36. “Interests” means all rights of the owners of the membership interests of Debtor.

1.37. “Net Proceeds” means the funds available to distribute to Allowed Claims after payment of all costs of sale, and liquidation of Debtor’s Real Property and remaining assets, including, but not limited to, after reduction for any and all fees and liquidation expenses incurred or to be incurred with respect to the wind-down and closing of B & J’s

1 business and closing of any sale(s), payments of any and all prior liens and encumbrances,
 2 and payment of any and all taxes, fees, and expenses of any kind, including legal and
 3 accounting fees, related to the sale, the closing down, and the winding up of B & J's business
 4 and liquidation of assets.

5 1.38. "Other Priority Claim" means any Claim for an amount entitled to priority in
 6 right of payment under Section 507(a)(3), (4), (5), (6), or (7) of the Bankruptcy Code.

7 1.39. "Plan" means this Amended Joint Plan of Reorganization, as amended,
 8 modified, restated, or supplemented from time to time.

9 1.40. "Priority Tax Claim" means a Claim of a governmental unit of the kind
 10 entitled to priority under Section 507(a)(8) of the Bankruptcy Code or that would otherwise
 11 be entitled to priority but for the secured status of the Claim.

12 1.41. "Reorganized B. & J." means B. & J. from and after the Effective Date.

13 1.42. "Reorganized Berman" means Berman from and after the Effective Date.

14 1.43. "Reorganized Debtors" means both Debtors from and after the Effective Date.

15 1.44. "Restated Articles of Incorporation" means the restated articles of
 16 organization and restated operating agreement ("Organizational Documents") of B. & J.,
 17 which shall modify and amend Debtor's Organizational Documents to prohibit the issuance
 18 of non-voting equity securities to the extent required by Section 1123(a)(6) of the
 19 Bankruptcy Code, and make such other changes as Reorganized B. & J. may deem necessary
 20 or appropriate to carry out the purpose and intent of the Plan.

21 1.45. "Schedules" means the Schedules of Assets and Liabilities and the Statement
 22 of Financial Affairs Filed by Debtors pursuant to Section 521 of the Bankruptcy Code, as
 23 amended, modified, restated, or supplemented from time to time.

24 1.46. "Secured Claim" means any Claim against either Debtor held by any entity,
 25 including, without limitation, an Affiliate or judgment creditor of Debtors, to the extent such
 26

1 Claim constitutes an unavoidable secured Claim under Sections 506(a) or 1111(b) of the
2 Bankruptcy Code.

3 1.47. “Quicken Loans” means Quicken Loans, Inc.

4 1.48. “Quicken Loan Documents” means the loan documents entered into by and
5 between Quicken Loans and Berman, including:

6 (a) Promissory Note dated October 20, 2016, between William J. Berman
7 and Debra L. Berman (borrowers) and Quicken Loans, Inc. (lender); and

8 (b) Deed of Trust dated October 20, 2016, between William J. Berman
9 and Debra L. Berman, husband and wife (grantors), First American Title (trustee), and
10 Quicken Loans, Inc. (lender).

11 1.49. “Real Property” means the real property located at 4490 Silverton Road NE,
12 Salem, Oregon 97305, including any and all improvements located thereon, all easements, all
13 water rights, and all other rights of every nature appurtenant to such real property.

14 1.50. “Unsecured Claim” means an unsecured Claim that is not an Administrative
15 Claim, a Secured Claim, a Tax Claim, or an Other Priority Claim.

16 1.51. “Unsecured Creditor” means a holder of an Allowable Unsecured Claim.

17 1.52. “Utility Deposits” means post-petition deposits with utilities made by Debtors
18 pursuant to Section 366(b) of the Bankruptcy Code.

19 **ARTICLE 2**

20 **UNCLASSIFIED CLAIMS**

21 2.1. Administrative Expense Claims. Each holder of an Allowed Administrative
22 Expense Claim shall be paid by Debtors in full in Cash on the later of (a) the Effective Date;
23 or (b) the date on which such Claim becomes Allowed, unless such holder shall agree in
24 writing to a different treatment of such Claim (including, without limitation, any different
25 treatment that may be provided for in any documentation, statute, or regulation governing
26 such Claim); provided, however, that Administrative Expense Claims representing

obligations incurred in the ordinary course of business by Debtors during the Bankruptcy Case shall be paid by Debtors or Reorganized Debtors in the ordinary course of business and in accordance with any terms and conditions of the particular transaction, and any agreements relating thereto.

2.2. Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall be paid by Debtors the full amount of its Allowed Priority Tax Claim as allowed by 11 U.S.C. § 1129(a)(9)(C) and (D) within 30 days following the Effective Date or the date the claim is Allowed, whichever first occurs.

2.3. Other Priority Claims. Each holder of an Other Priority Claim shall be paid in full in cash the amount of its Allowed Claim on the latest to occur of (a) the Effective Date; (b) the date such claim becomes an Allowed Claim; or (c) the date such claim becomes due and owing, unless such holder shall agree in writing, or has agreed, to a different treatment of such Claim (including, without limitation, any different treatment that may be provided for in any documentation, agreement, contract, statute, law, or regulation creating and governing such Claim).

2.4. Bankruptcy Fees. Fees payable by Debtors under 28 U.S.C. § 1930, or to the Clerk of the Bankruptcy Court, will be paid in full in Cash on the Effective Date. All quarterly fees due to the United States Trustee pursuant to 28 USC § 1930(a), including fees due for any partial quarter, accruing after the Effective Date shall be paid by the Reorganized Debtors as and when they become due and will be based on the Reorganized Debtors' total disbursements, including ordinary course of business disbursements as well as disbursements made to Claimants under this Plan. Such fee obligations will not terminate until this Case is converted or dismissed, or until this Case is no longer pending upon entry of a Final Order closing this Case, whichever first occurs, and all United States Trustee fees, including any such fees accrued in any partial quarter, shall be paid as a condition precedent prior to entry of an order closing the case. After the Effective Date, the Reorganized Debtors shall file

1 with the Court a post-confirmation monthly financial report for each month, or portion
 2 thereof, that the case is open or during any period of time that the case is reopened. The
 3 monthly financial report shall include a statement of all disbursements made during the
 4 course of the month, whether or not pursuant to the Plan. All United States Trustee fees,
 5 including any such fees accrued in any partial quarter, shall also be paid as a condition
 6 precedent prior to entry of a Final Decree.

7 **ARTICLE 3**

8 **CLASSIFICATION**

9 For purposes of this Plan, Claims and Interests are classified as provided below. A
 10 Claim is classified in a particular Class only to the extent such Claim qualifies within the
 11 description of such Class, and is classified in a different Class to the extent such Claim
 12 qualifies within the description of such different Class.

13 3.1. Class 1 – Columbia’s Secured Claim Against B. & J. Class 1 consists of the
 14 Allowed Secured Claim of Columbia.

15 3.2. Class 2 – Columbia’s Unsecured Guaranty Claim Against Berman. Class 2
 16 consists of the Allowed Unsecured Claim of Columbia against Berman pursuant to the
 17 Berman Guaranty.

18 3.3. Class 3 – Quicken Loans’ Secured Claim Against Berman. Class 3 consists of
 19 the Allowed Secured Claim of Quicken Loans.

20 3.4. Class 4 – General Unsecured Claims Against B. & J. Class 4 consists of all
 21 Allowed Unsecured Claims against B. & J. other than Administrative Expense Claims,
 22 Priority Tax Claims, and Class 6 Claims.

23 3.5. Class 5 – General Unsecured Claims Against Berman. Class 5 consists of all
 24 Allowed Unsecured Claims against Berman, other than Administrative Expense Claims,
 25 Priority Tax Claims, and Class 7 Claims.
 26

3.6. Class 6 – Class Action Claims Against B. & J. Class 6 consists of the Allowed Claims of the Class Action Plaintiffs against B. & J.

3.7. Class 7 – Class Action Claims Against Berman. Class 7 consists of the Allowed Unsecured Claims of the Class Action Plaintiffs against Berman.

3.8. Class 8 – Interests of B. & J. Class 8 consists of the Interests of the holders of B. & J.'s common stock.

3.9. Class 9 – Berman's Interests in Berman Bankruptcy Case Estate. Class 9 consists of Berman's interest in property of the estate of the Berman Bankruptcy Case.

ARTICLE 4

TREATMENT OF UNIMPAIRED CLASSES

4.1. All Classes of Claims against B. & J. are impaired under the Plan.

4.2. All Classes of Claims against Berman are impaired, with the exception of the Class 3 Claim of Quicken Loans. Class 3 is unimpaired, and Berman shall pay the Class 3 Claim in accordance with the Quicken Loan Documents.

ARTICLE 5

TREATMENT OF IMPAIRED CLASSES

5.1. Class 1 (Columbia's Secured Claim Against B. & J.). Columbia's Class 1 Claim will be satisfied in full, together with interest at the non-default fixed Loan rate of 5.02%, on the same terms and payments as set forth in the Columbia Loan Documents, which will remain in effect, except as stated below:

- The Commercial Loan Agreement shall be amended as follows: Section 3, the first sentence shall be deleted so that the loan will not be payable on demand but will still be payable no later than September 20, 2025. Section 6.D., Compliance with Laws, will not be read to cause a default based on the allegations in the Class Action Case. Section 8.A. shall be amended to add the following at the end of the section: "Notwithstanding the foregoing,

1 this note shall not be accelerated as a result of my filing of a bankruptcy
 2 petition on January 12, 2019, commencing Bankruptcy Case Number
 3 19-60138-pcm11.”

- 4 • The Columbia Note shall be amended as follows: Section 3.A., Interest After
 5 Default, shall not apply based on the filing of the Bankruptcy Case, but will
 6 remain in effect to the extent of any future defaults. Section 7 shall delete
 7 reference to payment on demand. Section 12, Due on Sale or Encumbrance,
 8 shall be deleted and replaced with the following:

9 You may, at your option, declare the entire balance of
 10 this Note to be immediately due and payable upon the
 11 creation of any lien, encumbrance, transfer, or sale of
 12 all or any part of the Property. Notwithstanding the
 13 foregoing, you may not declare the entire balance of
 14 this Note to be immediately due and payable because of
 15 the judgment lien arising from the case entitled *Loren
 Hathaway, et al. v. B. & J. Property Investments, Inc.,
 et al.*, Marion County Case No. 13C14321, provided
 that I must seek to avoid such judgment lien. This right
 is subject to the restrictions imposed by federal law, as
 applicable.

- 16 • The Deed of Trust is revised as necessary to be consistent with the above
 17 changes to the Commercial Loan Agreement and the Columbia Note.
- 18 • The Columbia Loan Documents are deemed revised to the extent necessary so
 19 Reorganized Debtors are not in default as of the Petition Date and shall not be
 20 in default based on any terms set forth in the Plan or Confirmation Order.

21 5.2. Class 2 (Columbia's Unsecured Guaranty Claim Against Berman). The
 22 Berman Guaranty will remain in full force and effect and will be an obligation of
 23 Reorganized Berman. For Columbia's Class 2 Claim, any default that exists under the
 24 Columbia Guaranties shall be deemed cured or waived as of the Effective Date. Columbia's
 25 Class 2 Claim will be satisfied in full, together with interest at the non-default fixed Loan
 26

rate of 5.02%—the same terms and payments as set forth in the Columbia Loan Documents, which will remain in effect except as stated below:

- Each of the Columbia Loan Documents are amended as set forth in Section 5.1 above
- The following language shall be added to the end of paragraph 5 in each of the Columbia Guaranties:

Notwithstanding the foregoing, the maturity of the Debt shall not be accelerated as a result of Borrower's filing of a bankruptcy petition on January 12, 2019, commencing Bankruptcy Case Number 19-60138-pcm11.

5.3. Intentionally Omitted

5.4. Class 4 (General Unsecured Claims Against B. & J.). Class 4 consists of all Allowed Unsecured Claims against B. & J. that are not otherwise classified in the Plan. Each holder of a Class 4 Claim shall be paid in full, together with interest at the federal judgment rate (fixed at the rate in effect on the Effective Date) from and after the Effective Date, as follows: (a) commencing on the first day of the first full month following the Effective Date, General Unsecured Creditors will be paid monthly payments of interest only, at the federal judgment rate, for 24 months; and (b) commencing on the first day of the 25th month following the Effective Date, General Unsecured Creditors will be paid the full balance of their claims in equal amortizing monthly payments, including principal and interest at the federal judgment rate, for the next 36 months; provided, however, that if the appeal of the Class Action Case is not successful and funds are due and owing to the Class 6 Claimants under a Final Order, then payments made to Class 4 Claims up to that point will be recharacterized as payments of principal only and Class 4 Claims shall share pro rata in the liquidation of assets described in Class 6 below on a pari passu basis with Class 6 Unsecured Claims, with no further payments being made to Class 4 Claims until such time as payments

1 to Class 6 Unsecured Claims have caught up and are on par with the percentage previously
2 received by Class 4 Claims.

3 5.5. Class 5 (General Unsecured Claims Against Berman). Class 5 consists of all
4 Allowed Unsecured Claims against Berman not otherwise classified in the Plan.

5 Within 60 days after the later of (a) B. & J. completing payments to Class 4 Claims;
6 or (b) B. & J. exhausting all of its options for paying Class 6 Claims, Reorganized Berman
7 shall pay the remaining balance of any Class 5 Claim from the amount available in the
8 Berman Unsecured Claims Fund. In the event the Berman Unsecured Claims Fund is
9 insufficient to pay the remaining Class 5 Claims in full, Class 5 Claims shall receive their
10 pro rata share of the Berman Unsecured Claims Fund. Each Class 5 Creditor's pro rata share
11 of the Berman Unsecured Claims Fund shall be determined by dividing the amount of the
12 creditor's remaining claim by the total amount of all remaining Class 5 and Class 7 Claims.
13 Payments from the Berman Unsecured Claims Fund shall be made annually until
14 Reorganized Berman's obligation to pay into the Berman Unsecured Claims Fund has been
15 satisfied as set forth in Section 7.7. below and all such funds have been distributed under
16 this Plan.

17 5.6. Class 6 (Class Action Claims Against B. & J.). Class 6 consists of the
18 Allowed Class Action Claims against B. & J. of Creditors entitled to payment resulting from
19 the Class Action Case. To the extent the Class 6 Class Action Claims are partially or fully
20 Allowed Secured Claims, they will be paid the allowed amount of their Secured Claim in full
21 with interest, if applicable, at the federal judgment rate (fixed at the rate in effect on the
22 Effective Date) from and after the Effective Date until paid as described below. To the
23 extent the Allowed Class Action Claims are Allowed Unsecured Claims or to the extent the
24 value of any Collateral valued as of the B. & J. Petition Date is insufficient to pay Allowed
25 Secured Claims, then the deficiency amount shall be treated as an Unsecured Claim, which
26 Allowed Unsecured Claims of Class Action Claimants shall be paid with interest, if

1 applicable, at the federal judgment rate (fixed at the rate in effect on the Effective Date) from
2 and after the Effective Date until paid as described below.

3 Upon entry of a Final Order on the Class Action Claims, Reorganized B. & J.
4 will pay Allowed Class Action Claims, whether Secured or Unsecured, within
5 12 months after any order entered in the Class Action Case becomes a Final
6 Order. To the extent Reorganized B. & J. does not have sufficient funds to
7 pay the Allowed Class 6 Claims from available cash, then Reorganized
8 B. & J. shall first seek to pursue the malpractice claims against Saalfeld
9 Griggs in order to recover the full amounts owing to the Class Action Claims.
10 If recovery against Saalfeld Griggs is not successful, then Reorganized B. & J.
11 will seek to refinance the Real Property to generate Net Proceeds in a
12 sufficient amount to pay the Allowed Class 6 Claims. If Reorganized B. & J.
13 is unable to refinance the Real Property, then Reorganized B. & J. shall
14 proceed to sell the Real Property and liquidate all its remaining assets, with
15 the Net Proceeds from the Real Property to be paid first in full satisfaction of
16 the Allowed Class 6 Secured Claims and thereafter to the Allowed Class 4 and
17 Class 6 Unsecured Claims. If the Net Proceeds are insufficient to pay
18 Allowed Unsecured Claims in full, then each Unsecured Claimant shall be
19 paid its pro rata share of the amount owed to all Allowed Class 4 and 6
20 Unsecured Claims. Proceeds from the malpractice claims against Saalfeld
21 Griggs, Net Proceeds of the refinancing, or Net Proceeds from the sale of the
22 Real Property and liquidation of assets shall first be paid to the Class 6
23 Unsecured Claims until such payments equal the same percentage that Class 4
24 Claims have received to date, and thereafter Class 4 and Class 6 Unsecured
25 Claims shall be paid from available funds on a pro rata basis.
26

5.7. Class 7 (Class Action Claims Against Berman). Class 7 consists of the Allowed Class Action Claims against Berman of Creditors entitled to payment resulting from the Class Action Case.

Within 60 days after B. & J. has exhausted all of its options for paying Class 6 Claims pursuant to Section 5.6. above, Reorganized Berman shall pay the remaining balance of any Class 7 Claim. In the event the Berman Unsecured Claims Fund is insufficient to pay the remaining Class 7 Claims in full, Class 7 Claims shall receive their pro rata share of the Berman Unsecured Claims Fund. Each Class 7 Creditor's pro rata share of the Berman Unsecured Claims Fund shall be determined by dividing the amount of the creditor's remaining claim by the total amount of all remaining Class 5 and Class 7 claims. Payments from the Berman Unsecured Claims Fund shall be made annually until Reorganized Berman's obligation to pay into the Berman Unsecured Claims Fund has been satisfied as set forth in Section 7.7. below and all such funds have been distributed under this Plan.

5.8. Class 8 (Interests in B. & J.). Class 8 Interests will retain their interest in B. & J. to the extent there are sufficient funds to pay Allowed Claims in full, but such Interests will be extinguished if there are insufficient funds upon a liquidation.

5.9. Class 9 (Berman's Interests). The Class 9 interest holder is Berman, who shall retain his interests in property of the bankruptcy estate of the Berman Bankruptcy Case.

ARTICLE 6

DISPUTED CLAIMS; OBJECTIONS TO CLAIMS

6.1. Disputed Claims; Objections to Claims. Only Claims that are Allowed shall be entitled to distributions under the Plan. Debtors reserve the right to contest and object to any Claims and previously Scheduled Amounts, including, without limitation, those Claims and Scheduled Amounts that are specifically referenced herein, are not listed in the Schedules, are listed therein as disputed, contingent, and/or unliquidated in amount, or are listed therein at a different amount than Debtors currently believe is validly due and owing.

Unless otherwise ordered by the Bankruptcy Court, all objections to Claims and Scheduled Amounts (other than Administrative Expense Claims) shall be Filed and served upon counsel for Debtors and the holder of the Claim objected to on or before the later of (a) 30 days after the Effective Date, or (b) 60 days after the date (if any) on which a Proof of Claim is Filed in respect of a Rejection Claim. The last day for filing objections to Administrative Expense Claims shall be set pursuant to an order of the Bankruptcy Court. All Disputed Claims shall be resolved by the Bankruptcy Court, except to the extent that (a) Debtors may otherwise elect consistent with the Plan and the Bankruptcy Code, or (b) the Bankruptcy Court may otherwise order.

ARTICLE 7

IMPLEMENTATION OF THE PLAN

7.1. Executory Contracts and Unexpired Leases. Except as may otherwise be provided, all executory contracts and unexpired leases of Debtors that are not otherwise subject to a prior Bankruptcy Court order or pending motion before the Bankruptcy Court are assumed by and assigned to each respective Reorganized Debtor on the Effective Date.

7.2. Setoffs. Debtors may, but shall not be required to, set off against any Claim and the distributions to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever that Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release of any such claim Debtors may have against such holder.

7.3. Corporate Action. Upon entry of the Confirmation Order by the Clerk of the Bankruptcy Court, all actions contemplated by the Plan shall be authorized and approved in all respects (subject to the provisions of the Plan), including, without limitation, the following: (a) the adoption and filing with the Secretary of State of the State of Oregon the Restated Articles of Incorporation; and (b) the execution, delivery, and performance of all documents and agreements relating to the Plan and any of the foregoing. On the Effective

1 Date, Reorganized Berman and the appropriate officers of Reorganized B. & J. are
 2 authorized and directed to execute and deliver the agreements, documents, and instruments
 3 contemplated by the Plan and the Disclosure Statement in the name of, and on behalf of, the
 4 respective Reorganized Debtors. Both Reorganized Debtors may continue to act and make
 5 further amendments and elections as they may deem necessary or desirable.

6 7.4. Saturday, Sunday, or Legal Holiday. If any payment or act under the Plan is
 7 required to be made or performed on a date that is not a Business Day, then the making of
 8 such payment or the performance of such act may be completed on the next succeeding
 9 Business Day, but shall be deemed to have been completed as of the required date.

10 7.5. Utility Deposit. All utilities holding a Utility Deposit shall immediately after
 11 the Effective Date return or refund such Utility Deposit to Debtor.

12 7.6. Event of Default; Remedy. Any material failure by Reorganized Debtors to
 13 perform any term of this Plan, which failure continues for a period of 15 Business Days
 14 following receipt by Reorganized Debtors of written notice of such default from the holder of
 15 an Allowed Claim to whom performance is due, shall constitute an Event of Default. Upon
 16 the occurrence of an Event of Default, the holder of an Allowed Claim to whom performance
 17 is due shall have all rights and remedies granted by law, this Plan, or any agreement between
 18 the holder of such Claim and Debtors or Reorganized Debtors. An Event of Default with
 19 respect to one Claim shall not be an Event of Default with respect to any other Claim.

20 7.7. Berman Unsecured Claims Fund. Within 30 days after the Effective Date,
 21 Reorganized Berman shall open a depository account (the "Berman Unsecured Claims
 22 Fund") into which he shall make deposits in the amount of \$1,735 per month through
 23 September of 2020. Beginning in October of 2020, Berman shall make deposits to the
 24 Berman Unsecured Claims Fund in the amount of \$492 per month. Berman shall continue
 25 making such deposits until the 60th month following the Effective Date, or to another date as
 26

1 the Bankruptcy Court may determine.¹ Berman shall make such deposits from his earnings
 2 operating B. & J. In the event that B. & J.'s property is liquidated, Berman will obtain new
 3 employment to make the payments described in this Section.

4 Except to make distributions under this Plan, Reorganized Berman shall not use the
 5 funds deposited in the Berman Unsecured Claims Fund until all claims entitled to payment
 6 from the Berman Unsecured Claims Fund are paid in full. At Reorganized Berman's option,
 7 he can make extra payments into the Berman Unsecured Claims Fund if he has excess funds
 8 available to him. To the extent extra payments are made into the Berman Unsecured Claims
 9 Fund, it shall reduce the amount Reorganized Berman is obligated to pay for the next
 10 scheduled payment(s). Additionally, Reorganized Berman shall make efforts to collect the
 11 \$107,690.33 owed to him in relation to William Lloyd Investments, and Reorganized
 12 Berman shall contribute all amounts collected to the Berman Unsecured Claims Fund.

13 Once Reorganized Berman has deposited the total amount of \$160,000 into the
 14 Berman Unsecured Claims Fund, his obligation to pay such deposits shall be fully satisfied,
 15 and no additional payments shall be required. However, notwithstanding the foregoing,
 16 Berman will make an additional contribution to the Berman Unsecured Claims fund if the
 17 Absolute Priority Rule applies to his Plan. The Absolute Priority Rule will apply in the event
 18 that all of the following occur: (a) Debtors are unsuccessful on their appeal, (b) the Class
 19 Action Creditors do not accept the Plan, (c) the Class Action Claims are not fully paid by
 20 B. & J., and (d) the remainder of the Class Action Claims are not paid in full from the
 21 Berman Unsecured Claims Fund. In the event the Absolute Priority Rule applies, Berman
 22 shall obtain a loan from family or from a financial institution to make a contribution to the
 23
 24

25 ¹ The \$1,000 monthly deposit amount is Reorganized Berman's "projected disposable
 26 income" as defined in 11 U.S.C. § 1325(b)(2). See Exhibit 3 to the Disclosure Statement.

1 Berman Unsecured Claims Fund in the amount of \$98,000, or the amount needed to pay the
 2 remaining balance of the Class Action Claims, whichever is less.

3 **ARTICLE 8**

4 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

5 8.1. Assumption. Except as may otherwise be provided, all executory contracts
 6 and unexpired leases of Debtors that are not otherwise subject to a prior Bankruptcy Court
 7 order or pending motion before the Bankruptcy Court, are assumed by and assigned to
 8 Reorganized Debtors on the Effective Date. The Confirmation Order shall constitute an
 9 order authorizing assumption and assignment of all executory contracts and unexpired leases
 10 except those otherwise specifically rejected or otherwise provided for or subject to other
 11 Court Order or pending motion. Reorganized Debtors shall promptly pay all amounts
 12 required under Section 365 of the Bankruptcy Code to cure any defaults and assume the
 13 executory contracts.

14 8.2. Rejection Claims. Rejection Claims must be Filed no later than 30 days after
 15 the entry of the order rejecting the executory contract or unexpired lease or 30 days after the
 16 Effective Date, whichever is sooner. Any such Rejection Claim not Filed within such time
 17 shall be forever barred from assertion against Debtors, Reorganized Debtors, and their
 18 property and estates. Each Rejection Claim resulting from such rejection shall constitute a
 19 Class 2 Claim.

20 **ARTICLE 9**

21 **EFFECT OF CONFIRMATION**

22 9.1. Injunction. The effect of confirmation shall be as set forth in Section 1141 of
 23 the Bankruptcy Code. Except as otherwise provided in the Plan or the Confirmation Order,
 24 confirmation of the Plan shall act as a permanent injunction applicable to entities against
 25 (a) the commencement or continuation, including the issuance or employment of process, of
 26 a judicial, administrative, or other action or proceeding against Reorganized Debtors that was

1 or could have been commenced before the entry of the Confirmation Order; (b) the
 2 enforcement against either of the Reorganized Debtors or their assets of a judgment obtained
 3 before Reorganized Debtors' respective petition dates; and (c) any act to obtain possession of
 4 or to exercise control over, or to create, perfect, or enforce a lien upon all or any part of the
 5 assets.

6 9.2. Discharge. Except as otherwise expressly provided herein, confirmation of
 7 the Plan shall, as of the Effective Date, discharge all Claims to the fullest extent authorized
 8 or provided for by the Bankruptcy Code, including, without limitation, to the extent
 9 authorized or provided for by Sections 524 and 1141 thereof.

10 **ARTICLE 10**

11 **RETENTION OF JURISDICTION**

12 10.1. Jurisdiction of the Bankruptcy Court. Notwithstanding entry of the
 13 Confirmation Order, the Court shall retain jurisdiction of this Chapter 11 Case pursuant to
 14 and for the purposes set forth in Section 1127(b) of the Bankruptcy Code and to:

15 (a) classify the Claim or interest of any Creditor or stockholder,
 16 reexamine Claims or Interests that have been owed for voting purposes, and determine any
 17 objections that may be Filed to Claims or Interests;

18 (b) determine requests for payment of Claims entitled to priority under
 19 Section 507(a)(1) of the Bankruptcy Code, including compensation and reimbursement of
 20 expenses in favor of professionals employed at the expense of the Estates;

21 (c) avoid liens, transfers, or obligations, or to subordinate Claims under
 22 Chapter 5 of the Bankruptcy Code;

23 (d) approve the assumption, assignment, or rejection of an executory
 24 contract or an unexpired lease pursuant to this Plan;

25 (e) resolve controversies and disputes regarding the interpretation of this
 26 Plan;

(f) implement the provisions of this Plan and enter orders in aid of confirmation;

(g) adjudicate adversary proceedings and contested matters pending or hereafter commenced in this Chapter 11 Case; and

(h) enter a final decree closing this Chapter 11 proceeding.

10.2. Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in, or related to the Chapter 11 Case, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE 11

ADMINISTRATIVE PROVISIONS

11.1. Modification or Withdrawal of the Plan. Debtors may alter, amend, or modify the Plan pursuant to Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 at any time prior to the time the Bankruptcy Court has signed the Confirmation Order. After such time, and prior to substantial consummation of the Plan, Debtors may, so long as the treatment of holders of Claims and Interests under the Plan is not adversely affected, institute proceedings in Bankruptcy Court to remedy any defect or omission, or to reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

11.2. Revocation or Withdrawal of Plan. Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date.

11.3. Effect of Withdrawal or Revocation. If Debtors revoke or withdraw the Plan prior to the Effective Date, then the Plan shall be deemed null and void. In such event,

nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against Debtors or any other Entity or to prejudice in any manner the rights of Debtors or any Entity in any further proceeding involving Debtors.

11.4. Nonconsensual Confirmation. Debtors shall request that the Bankruptcy Court confirm the Plan pursuant to Section 1129(b) of the Bankruptcy Code if the requirements of all provisions of Section 1129(a) of the Bankruptcy Code, except Subsection 1129(a)(8), are met.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1. Revesting. Except as otherwise expressly provided herein, on the Effective Date, all property and assets of the estate of each Debtor shall revest in each respective Reorganized Debtor, free and clear of all claims, liens, encumbrances, charges, and other Interests of Creditors arising on or before the Effective Date, and Reorganized Debtors may operate, from and after the Effective Date, free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Court. For the avoidance of doubt, all liens, encumbrances, charges, and other interests of Columbia remain in full force and effect from and after the Effective Date.

12.2. Rights of Action. Except as otherwise expressly provided herein, any rights or causes of action (including, without limitation, any and all avoidance actions) accruing to Debtors shall remain assets of Reorganized Debtors. Reorganized Debtors may pursue such rights of action, as appropriate, in accordance with what is in their best interests and for their benefit.

12.3. Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules, or other federal laws are applicable, the laws of the State of Oregon shall govern the construction and implementation of the Plan and all rights and obligations arising under the Plan.

12.4. Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection therewith and distributions thereon, Debtors and Reorganized Debtors shall comply with all withholding, reporting, certification, and information requirements imposed by any federal, state, local, or foreign taxing authorities and all distributions hereunder shall, to the extent applicable, be subject to any such withholding, reporting, certification, and information requirements. Entities entitled to receive distributions hereunder shall, as a condition to receiving such distributions, provide such information and take such steps as Reorganized Debtors may reasonably require to ensure compliance with such withholding and reporting requirements, and to enable Reorganized Debtors to obtain the certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law.

12.5. Time. Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the day of the act or event from which the designated period begins to run shall not be included. The last day of the period so computed shall be included, unless it is not a Business Day, in which event the period runs until the end of the next succeeding day that is a Business Day.

12.6. Addresses and Notices. If an Event of Default occurs, written notice of such Default shall be provided at the addresses for notices set forth below:

To B. & J.

B. & J. Property Investments, Inc.
c/o William J. Berman, President
4490 Silverton Road NE
Salem, OR 97305

with a copy to:

Timothy J. Conway
Tonkon Torp LLP
888 SW Fifth Avenue, #1600
Portland, OR 97204

To Berman:

William J. Berman
4490 Silverton Road NE
Salem, OR 97305

with a copy to:

Nicholas J. Henderson
Motschenbacher & Blattner LLP
117 SW Taylor Street, #300
Portland, OR 97204

12.7. Section 1146(c) Exemption. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan; or the revesting, transfer, or sale of any real property of Debtors or Reorganized Debtors pursuant to, in implementation of, or as contemplated by the Plan, shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any city, county, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any documentary stamp tax, deed stamps, transfer tax, intangible tax, or similar tax.

12.8. Severability. In the event any provision of the Plan is determined to be unenforceable, such determination shall not limit or affect the enforceability and operative effect of any other provisions of the Plan. To the extent any provision of the Plan would, by its inclusion in the Plan, prevent or preclude the Bankruptcy Court from entering the Confirmation Order, the Bankruptcy Court, on the request of Debtors, may modify or amend such provision, in whole or in part, as necessary to cure any defect or remove any impediment to confirmation of the Plan existing by reason of such provision.

12.9. Binding Effect. The provisions of the Plan shall bind Debtors, Reorganized Debtors, and all holders of Claims and Interests, and their respective successors, heirs, and assigns.

12.10. Recordable Order. The Confirmation Order shall be deemed to be in recordable form and shall be accepted by any recording officer for filing and recording purposes without further or additional orders, certifications, or other supporting documents.

12.11. Plan Controls. In the event, and to the extent, that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement or any other instrument or agreement contemplated to be executed pursuant to the Plan, the provisions of the Plan shall control and take precedence.

12.12. Effectuating Documents and Further Transactions. Debtors and Reorganized Debtors shall execute, deliver, file, or record such contracts, instruments, assignments, and other agreements or documents, and take or direct such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

DATED this 8th day of October, 2019.

Respectfully submitted,

B. & J. PROPERTY INVESTMENTS, INC.

By /s/ William J. Berman
William J. Berman, President

By /s/ William J. Berman
William J. Berman, Personally

TONKON TORP LLP

By /s/ Timothy J. Conway
Timothy J. Conway, OSB No. 851752
Ava L. Schoen, OSB No. 044072
Of Attorneys for Debtor

1 MOTSCHENBACHER & BLATTNER, LLP

2
3 By /s/ Nicholas J. Henderson

4 Nicholas J. Henderson, OSB No. 074027

5 Telephone: (503) 417-0508

6 Facsimile: (503) 417-0528

7 Email: nhenderson@portlaw.com

8 Attorneys for William J. Berman

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION (October 8, 2019)** was served on the parties indicated as "ECF" on the attached List of Interested Parties by electronic means through the Court's Case Management/Electronic Case File system on the date set forth below.

In addition, the parties indicated as "Non-ECF" on the attached List of Interested Parties were served by mailing a copy thereof in a sealed, first-class postage prepaid envelope, addressed to each party's last-known address and depositing in the U.S. mail at Portland, Oregon on the date set forth below.

DATED this 9th day of October, 2019.

TONKON TORP LLP

By /s/ Timothy J. Conway

Timothy J. Conway, OSB No. 851752

Ava L. Schoen, OSB No. 044072

Attorneys for B. & J. Property Investments, Inc.

CONSOLIDATED LIST OF INTERESTED PARTIES

In re B. & J. Property Investments, Inc.

U.S. Bankruptcy Court Case No. 19-60138-pcm11

In re William J. Berman

U.S. Bankruptcy Court Case No. 19-60230-pcm11

ECF PARTICIPANTS

- TIMOTHY J CONWAY tim.conway@tonkon.com, candace.duncan@tonkon.com, spencer.fisher@tonkon.com
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- SHANNON R MARTINEZ smartinez@sglaw.com, scurtis@sglaw.com
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- TOBIAS TINGLEAF toby@shermlaw.com, darlene@shermlaw.com
- US TRUSTEE, Eugene USTPRegion18.EG.ECF@usdoj.gov

NON-ECF PARTICIPANTS

B. & J. TOP 20 UNSECURED CREDITORS

Class Action Plaintiffs
c/o Brady Mertz
Brady Mertz PC
345 Lincoln St.
Salem, OR 97302

Portland General Electric
POB 4438
Portland, OR 97208

Judson's Plumbing
POB 12669
Salem, OR 97330

City of Salem
555 Liberty St. SE, Room 230
Salem, OR 97301

Comcast Business
POB 34744
Seattle, WA 98124-1744

Pacific Source
POB 7068
Springfield, OR 97475-0068

Pacific Sanitation
POB 17669
Salem, OR 97305

US Bank
POB 6352
Fargo, ND 58125-6352

Miller Paint
390 Lancaster Dr. NE
Salem, OR 97301

HotSuff Spas & Pool
1840 Lancaster Dr. NE
Salem, OR 97305

NW Natural Gas
POB 6017
Portland, OR 97228-6017

Chateau Locks
1820 47th Terrace East
Bradenton, FL 34203-3773

Century Link
Bankruptcy Dept.
600 New Century Parkway
New Century, KS 66031

Walter Nelson Company
1270 Commercial St. NE
Salem, OR 97301

Statesman Journal
340 Vista Ave. SE
Salem, OR 97302

Pacific Screening
POB 25582
Portland, OR 97298

DEX Media
Dex Media Attn: Client Care
1615 Bluff City Highway
Bristol, TN 37620

AllAmerican Insurance
POB 758554
Topeka, KS 66675-8554

US Bank
POB 6352
Fargo, ND 58125

Saalfeld Griggs PC
Attn: Hunter Emerick
Park Place, #200
250 Church St. SE
Salem, OR 97301

Susan Stoehr
24310 S Hwy 99E, Space G
Canby, OR 97013

Stephen Joye
Fischer, Hayes, et al.
3295 Triangle Dr SE #200
Salem, OR 97302

Nancy Wolf
2008 SE Sturdevant Rd
Toledo, OR 97391

BERMAN SECURED CREDITOR

Quicken Loans Inc.
635 Woodward Ave.
Detroit, MI 48226

BERMAN TOP 20 UNSECURED CREDITORS

Class Action Plaintiffs
c/o Brady Mertz
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345 Lincoln St.
Salem, OR 97302

Saalfeld Griggs PC
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Salem, OR 97301

Heather Noble
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Salem, OR 97305-2060